

APPENDIX G: COOPERATION AGREEMENT FOR FLOOD FIGHT

<p style="text-align: center;">COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA and</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">for</p> <p style="text-align: center;">EMERGENCY ASSISTANCE (FLOOD or COASTAL STORM)</p>	
<p>THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") acting by and through the District Engineer, _____ District, U.S. Army Corps of Engineers, and the _____ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), acting by and through _____ [TITLE OF PERSON SIGNING THIS AGREEMENT].</p>	
<p>WITNESSETH THAT:</p>	
<p>WHEREAS, Public Law 99, 84th Congress, approved 28 June 1955, authorizes the Chief of Engineers to flood fight and perform rescue operations.</p>	
<p>WHEREAS, the Public Sponsor has requested assistance under Public Law 84-99, and the Public Sponsor qualifies for assistance in accordance with the established policies of the U.S. Army Corps of Engineers.</p>	
<p>NOW, THEREFORE, the parties agree as follows:</p>	
<p>1. The Government will perform the work described in its scope of work (attached) that is made part of this agreement.</p>	
<p>2. The Public Sponsor agrees, in consideration of the Government providing assistance, to fulfill the requirement of non-Federal cooperation required by the U.S. Army Corps of Engineers regulations, to wit:</p>	
<p>a. Provide without cost to the Government all lands, easements, rights-of-ways, borrow material, and disposal areas necessary for the authorized work, for the use of borrow areas and/or spoil areas, and for access to and from the site(s) of the structure(s) or work area(s), the borrow sites, and spoil areas.</p>	
<p>b. Hold and save the Government free from damages due to the authorized work, except damages due to the fault or negligence of the Government or its contractors.</p>	
<p>c. Maintain and operate the completed work in a manner satisfactory to the Government.</p>	
<p>3. The Public Sponsor further agrees to remove, at no cost to the U.S. Army Corps of Engineers, all temporary work constructed by the Government; and,</p>	
<p>a. (Add others as applicable)</p>	
<p>4. Additional obligation under the terms of this agreement terminates when the authorized work performed by the Government is completed.</p>	
<p>5. ATTACHMENTS:</p>	
<p>a. Exhibit A - Government Scope of Work.</p>	
<p>b. (Add others as applicable)</p>	
<p>IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day and year first above written.</p>	
<p>THE DEPARTMENT OF THE ARMY</p>	<p>THE [NAME OF PUBLIC SPONSOR]</p>